Aliceann Vohlbruck
Executive Director
National Association of
Development Organizations
444 North Capitol Street, NW
Suite 630
Washington, DC 20001

John Crump
Executive Director
National Bar Association
1225 11th Street, NW
Washington, DC 20001-4217

Samuel A. Simon
Counsel for Telecommunications
Research and Action Center
901 15th Street, NW
Suite 230
Washington, DC 20005

Albert H. Kramer
Robert F. Aldrich
Dickstein, Shapiro & Morin, LLP
2101 L Street, NW
Washington, DC 20037-1526
Counsel for American Public
Communications Council

Jeffrey A. Campbell
Manager
Federal Government Affairs
Compaq Computer Corporation
1300 Eye Street, NW
Suite 490E
Washington, DC 20005

Robert A. Mazer Albert Shuldiner Vinson & Elkins 1455 Pennsylvania Avenue, NW Washington, DC 20004-1008

John W. Pettit Sue W. Bladek Richard J. Arsenault Drinker, Biddle & Reath 901 15th Street, NW Washington, DC 20005 Herbert H. Marks Jonathan Jacob Nadler Squire, Sanders & Dempsey 1201 Pennsylvania Avenue, NW Washington, DC 20044

Emil C. Hewitt
Vincent L. Crivella
General Counsel
General Services Administration
18th & F Streets, NW
Room 4002
Washington, DC 20405

Carl Wayne Smith
Chief Regulatory Counsel
Telecommunications, DoD
Defense Information Systems Agency
701 South Courthouse Road
Arlington, VA 22204

Natalie Marine-Street Telco Communications Group, Inc. Long Distance Wholesale Club 4219 Lafayette Center Drive Chantilly, CA 22021 Michael G. Hoffman Vartec Telecom, Inc. 3200 West Pleasant Run Road Lancaster, TX 75146

Genevieve Morelli
Executive Vice President
and General Counsel
Competitive Telecommunications Assn.
1900 M Street, NW, Suite 800
Washington, DC 20036

Dana Frix
Morton J. Posner
Swidler & Berlin, Chtd.
3000 K Street, NW, Suite 300
Washington, DC 20007
Counsel for Eastern Telephone Systems

Thomas K. Crowe Michael B. Adams, Jr. Law Office of Thomas K. Crowe, P.C. 2300 M Street, NW Suite 800 Washington, DC 20037 Michael J. Shortely, III Senior Attorney Frontier Corporation 180 South Clinton Avenue Rochester, NY 14646-0700

Kathy L. Shobert Director, Federal Affairs General Communications, Inc. 901 - 15th Street, NW Suite 900 Washington, DC 20005 Robert J. Aamoth Jonathan E. Canis Reed, Smith, Shaw & McClay 1301 K Street, NW Suite 1100 - East Tower Washington, DC 20005

Lee M. Weiner
Douglas W. Kinkoph
LCI International Telecom. Corp.
8180 Greensboro Drive
Suite 800
McLean, VA 22102

Catherine R. Sloan Richard L. Fruchterman Richard S. Whitt WorldCom, Inc. -d/b/a LDDS WorldCom 1120 Connecticut Avenue, NW Suite 400 Washington, DC 20036 Andrew D. Lipman Erin M. Reilly Swidler & Berlin, Chtd. 3000 K Street, NW Suite 300 Washington, DC 20007

Leon M. Kestenbaum Jay C. Keighley Sprint corporation 1850 M Street, NW 11th Floor Washington, DC 20036

Helen E. Disenhaus Kathy L. Cooper Swidler & Berlin, Chtd. 3000 K Street, NW Suite 300 Washington, DC 20007

Charlene Vanlier
Capital Cities/ABC, Inc.
21 Dupont Circle, 6th Floor
Washington, DC 20036

Mary McDermott Linda Kent Charles D. Cosson United States Telephone Assn. 1401 H Street, NW, Suite 600 Washington, DC 20005 Susan Drombetta
Manager - Rates and Tariffs
Scherers Communications Group, Inc.
575 Sheres Court
Worthington, OH 43085

Charles C. Hunter
Hunter & Mow, PC
1620 Eye Street, NW
Washington, DC 20006
Counsel for Telecommunications
Resellers Associations

Wayne V. Black
C. Douglas Jarrett
Susan M. Hafeli
Keller and Heckman
1001 G Street, NW
Suite 500 West
Washington, DC 20001

Howard Monderer National Broadcasting Company, Inc. 1299 Pennsylvania Avenue, NW 11th Floor Washington, DC 20004

Wayne Leighton, Ph.D.
James Gattuso
Citizens For A Sount Economy Foundation
1250 H Street, NW
Suite 700
Washington, DC 20005

William H. Smith, Jr.
Chief, Bureau of Rate and Safety Evaluation
Iowa Utilites Board
Lucas State Office Building
Des Moines, IA 50319

Gail L. Polivy GTE Service Corporation 1850 M Street, NW Suite 1200 Washington, DC 20036

Lawrence C. St. Blanc Louisiana Public Service Commission Post Office Box 91154 Baton Rouge, LA 70821-9154 Eric Witte
Missouri Public Service Commission
Post Office Box 360
Jefferson City, MO 65102

Paul Rodgers
General Counsel
National Assn of Regulatory
1102 ICC Building
Post Office Box 684
Washington, DC 20044

Robert S. Tongren Consumers' Counsel Office of the Ohio Consumers' Counsel 77 South High Street 15th Floor Columbus, OH 43266-0550

Phillip F. McClelland Assistant Consumer Advocate Office of Attorney General Office of Consumer Advocate 1425 Strawberry Square Harrisburg, PA 17120 Alan Kohler
Assistant Counsel
Counsel for Pennsylvania
Public Service Commission
Post Office Box 3265
Harrisburg, PA 17105-3265

Betty Montgomery
Attorney General of Ohio
The Public Utilities
Commission of Ohio
180 East Broad Street
Columbus, OH 43215-3793

John W. Katz Special Counsel to the Governor Director, State-Federal Relations Office of the State of Alaska 444 North Capitol Street, NW Suite 336 Washington, DC 20001 Rodney L. Joyce
Ginsburg, Feldman and Bress
1250 Connecticut Avenue, NW
Washington, DC 20036
Counsel for Ad Hoc
Coalition of Corporate Telecom Mgrs

Bettye Gardner
President
The Association for the Study of Afro-American
Life and History, Inc.
1407 14th Street, NW
Washington, DC 20005-3704

Winston R. Pittman President Chrysler Minority Dealer Assn 27777 Franklin Road Southfield, MI 48034 Joseph P. Markoski Marc Berejka Squire, Sanders & Dempsey 1201 Pennsylvania Avenue, NW Post Office Box 407 Washington, DC 20044

Earl Pace Founder & Chair, Legislative Committee Black Data Processing Assn 1250 Connecticut Avenue, NW Suite 600 Washington, DC 20036 Jeffrey L. Sheldon General Counsel Sean A. Stokes UTC 1140 Connecticut Avenue, NW Suite 1140 Washington, dC 20036

Donald J. Elardo MCI Telecommunications Corp. 1801 Pennsylvania Avenue, NW. Washington, DC 20006

Donald B. Verrilli, Jr. Jodie L. Kelley Jenner & Block 601 13<sup>th</sup> Street, NW. Suite 1200 Washington, DC 20005

**ATTACHMENT** 

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# Sprint Spectrum Terms and Conditions of Service Call today for more information: 1-800-311-4221 Sprint Spectrum **Sprint** Copyright @ 1995 American PCS, L.P.

You have subscribed to Sprint Spectrum to make your life a little easier. Here is a simple explanation of the key facts about our service and policies. If you have any questions, please call a Customer Care representative at 611 from your handset or 1-800-311-4221 from any phone.

# The Sprint Spectrum Service Area

Sprint Spectrum offers reliable service throughout the Greater Washington-Baltimore area, including Washington, D.C., and most of Maryland and Northern Virginia. Please refer to the Sprint Spectrum service area map to see where the system is now operating and where it will soon be expanding.

## **Customer Care**

We are always here to help you. Sprint Spectrum Customer Care representatives are available anytime... day or night. Please call us if you have any questions, comments or suggestions.

#### Activation

It's easy to get started with Sprint Spectrum. Once you have purchased your system, just dial 611 from the handset to connect with a Customer Care representative. The representative will activate the service and help you select the most suitable package of features.

#### **Credit Policy**

Sprint Spectrum has an easy activation process that requires that you authorize us to verify your credit. If you have approved charges to a credit card, we will not notify you again before billing charges to that card.

# Choosing a Pricing Plan

Our 24-hour Customer Care Center will help you choose the Sprint Spectrum pricing plan that best fits your needs.

## **Changing Your Pricing Plan**

Should you ever need to change your pricing plan, all you have to do is notify Customer Care. Unless we tell you otherwise, the change will be effective beginning the next full billing cycle. You are entitled to two free service changes within a 12-month period. There is a \$10 charge for each additional change within the 12-month period.

#### Billing

You'll receive your bill once a month. The Sprint Spectrum bill is designed to provide information you need and be easy for you to understand.

#### Interruption of Service

Because we are committed to 100% customer satisfaction, we will provide you with an airtime credit of one minute for any call that is disconnected due to a transmission problem, and that requires you to redial within one minute of the disconnection.

#### Roaming

If you operate as a "roamer" in any other Personal Communication Services system based on our roaming service agreements, you are liable for all charges from that system. You will also be subject to the same liability provisions imposed on other subscribers in that system.

The Sprint Spectrum system, offered now in the Washington/Baltimore area, is the first of its kind in the United States. Roaming service is not currently available. Our service area will continue to expand as PCS systems like ours are constructed in major cities across the country. We will inform you as soon as these systems come on line.

## Return Policy

You have up to 60 days from the date of purchase to return equipment purchased from the Company for refund of the purchase price. If you return equipment more than 30 days after purchase, your refund will be subject to a restocking charge of \$50. The equipment and all accessories, packing materials and manuals must be in good condition before a refund can be authorized.

## Terminating Service

Your satisfaction is our number one concern. You may terminate service at any time by notifying us and paying any outstanding charges on your Sprint Spectrum account. If you terminate service and then wish to re-activate at a later date, a \$25 re-activation fee will be charged.

Company, returned in good condition. For returns made more than 30 days after purchase, such refund will be subject to a restocking charge of \$50.

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## Limitation of Liability

The sole liability of the Company and its agents for any loss or damage arising out of mistakes, omissions or defects in service to you during any period shall not exceed the Company's charges to you during such period. The Company assumes no liability for outages of 24 hours or less. The Company is not liable for any act or omission of any provider of service other than the Company for loss or damage arising in whole or in part out of negligence or misconduct of anyone other than the Company, for damages arising out of any directory listing, or for errors, defects, or failures caused by an act of God, fire, war, riot, order of Governmental authority, or other event beyond the control of the Company. Under no circumstance will the company be liable for lost profits, loss of business, or any other incidental or consequential damages of any nature whatsoever. The Company is not liable for injuries to personal property arising from use of any equipment or service provided by the Company or from the installation or repair of any equipment by parties who are not our employees. You will indemnify and hold the Company harmless from and against any claims made, instituted or asserted by any person or persons arising out of the use of service provided by the Company to you.

## No Warranties

The company makes no representation or warranty, express, implied, whether legal, statutory, customary, or otherwise, with respect to any equipment provided or used in connection with the company's service including without limitation its merchantability, condition, design, operation, quality, workmanship or fitness for purpose. The only applicable warranty shall be that of the manufacturer of the equipment.

#### Reaming

If you operate as a "roamer" in any other PCS carrier's system pursuant to any roaming service agreement entered into by the Company and such other carrier, then you will

be liable for all applicable charges of such other carrier and will be subject to the limitation of liability provisions imposed by such other carrier on its own subscribers.

## **Credit Verification**

You authorize the Company to perform credit verification with respect to you as the Company deems necessary.

## Billing and Payment of Charges

You are responsible for payment of all charges for services furnished, including usage charges, applicable local or toll charges, and all applicable taxes which may be levied upon any service or equipment provided by the Company to you. You are responsible for all costs and expenses of collection, including attorney's fees. All charges are due and payable within 20 days after invoice by the Company, or as otherwise specified by the Company from time to time. If you have authorized charges to a credit card, no additional notice or consent will be required for billing to that credit card.

### **Late Payment Charges**

Any balance that remains outstanding on a payment due date may be assessed a late charge, at the rate of one-and-one-half percent (1.5%) per month on such balance, for the period of time that the balance remains unpaid. Acceptance of late or partial payments (even if marked "paid in full") will not waive the Company's rights. In the event that any payment is not made when due, Company has the right to demand immediate payment of your overdue bill from the issuer of any credit card if you have provided the card number to the Company. The Company may charge you a returned check fee of \$25 for any check returned for insufficient funds.

## **Disputed Charges**

You must raise any dispute that you have regarding any item invoiced to you within 15 days of the date of invoice, or you will be deemed to have accepted the invoice. Notice of any dispute must be in writing. Disputed amounts must be paid pending resolution of such disputes.

# Terms and Conditions of Service

The following Terms and Conditions apply to the provision of service by American PCS, L.P., a Sprint Telecommunications Venture affiliate (the "Company"), to you. Your use of the service on the Company's system following receipt of these Terms and Conditions of Service will create a binding agreement between you and the Company. The Company will provide you with at least ten days' prior notification of any modification of these Terms and Conditions of Service or of any change in rates. By your continued use of the Company's service following receipt of such modifications or changes, you will be deemed to agree to them.

## **Use of Service**

You will not use the service for any unlawful or abusive purpose. Service is furnished for use by you within the area effectively served by the Company. Coverage and quality of service can be affected by atmospheric, topographical and other conditions.

## Termination by You

You may terminate service at any time by notifying the Company. You are responsible for payment of all outstanding charges for the period that service was rendered. If you terminate service and then wish to re-activate at a later date, a \$25 re-activation fee will be charged.

#### Termination by the Company

The Company may interrupt or terminate service to you, without incurring any liability, upon violation by you of any provisions of these Terms and Conditions of Service, including non-payment of any sum due under this or any other agreement between you and the Company. The Company may interrupt or terminate service to you, without notice, if you use a PCS radio unit in a way that adversely affects the Company's system or service to another user, or if the Company suspects fraudulent use. The Company may restore service once the Company is satisfied that all adverse effects to the system and other users have ceased and that any violations have been corrected and any charges due have been paid. In addition, a charge for restoration of service, as specified in the Company's effective prices most recently provided to you, may apply.

#### Interruption of Service

A credit for service interruptions of greater than 24 hours will be given. The credit will be equal to 1/30 of the monthly charge for services rendered inoperative for each period of 24 hours after the initial interruption. Interruptions are measured from the time they are reported to the Company by you. In no case will the credit for any month exceed the total monthly charges for the service rendered inoperable. No allowance will be made for interruptions caused by negligence or willful action by you or by failure of equipment or service not provided by the Company. It is the Company's policy to provide customers with an airtime credit of one minute for a call that is disconnected due to transmission limitations caused by atmospheric or topographical conditions and that requires you to redial within one minute of disconnection. You must notify the Company's Customer Care representative to receive appropriate credit for the call.

## **Alteration of Service**

You may alter your choice among service plans offered by the Company by notifying the Company by phone. Any such choice shall, unless otherwise specified by the Company at the time that your change order is placed, become effective upon the start of the next full billing cycle. There will be a \$10 service charge for each service alteration in excess of two during any 12-month period.

#### Telephone Number

The Company will assign to you a 10-digit telephone number. The Company reserves the right to change such number on not less than 10 days' notice. You may not, without the Company's consent, assign the number to any equipment other than that authorized by the Company, or modify the number programmed by the Company into any equipment.

## **Return Policy**

Equipment purchased from the Company may, within 60 days after the date of purchase, be returned to the Company for refund of the purchase price for such equipment (but not of service charges incurred), provided that such equipment and all accessories, packing materials, and manuals originally included with such equipment are, in the judgment of the

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